

**EMPLOYMENT RELATIONS
AGREEMENT BETWEEN
CITY OF
MEDFORD AND
TEAMSTERS LOCAL UNION NO.
223 REPRESENTING
PARKS MAINTENANCE & FACILITIES
MANAGEMENT EMPLOYEES**

JULY 1, 2021-JUNE 30, 2023

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ARTICLE 1 - STATEMENT OF PURPOSE

Agreed to and to be in effect between the City of Medford, Oregon, hereinafter called the "City," and Teamsters Local Union No. 223, of Portland, Oregon, hereinafter called the "Union", made and entered into for the purpose of fixing the wage scale, schedule of hours and conditions of employment affecting members of the bargaining unit.

The purpose of the Agreement is to set forth the full and complete agreement between the parties on matters relating to employment relations.

ARTICLE 2 - RECOGNITION OF BARGAINING AGENT

2.1 Recognition

The City recognizes Teamsters Local Union No. 223 as the exclusive bargaining agent for all non-excluded employees in covered classifications in the Parks Maintenance Division and the Facilities Management Division within the Parks, Recreation and Facilities Department. Classifications in the bargaining unit include Parks Worker, Park Technician, Parks Technician II – Irrigation, Building/Utility Technician I, Building/Utility Technician II, Building/Utility Technician III, Sr. Building/Utility Technician and Arborist.

2.2 Excluded Employees

Seasonal, part-time, temporary, confidential, and supervisory employees, and those subject to any outside grant agreement having conditions which relate to this Agreement, are excluded from the bargaining unit.

Part-time employees are those who are regularly scheduled to work less than 25 hours per week. The number of part-time employees shall not exceed the number of budgeted full-time employees.

Temporary employees are those who are hired to work up to 40 hours per week for a limited period of time not to exceed six (6) consecutive months in a 12 month period. Seasonal employees are those hired to work up to 40 hours per week for the nine (9) month period beginning March 1st and ending on November 30th each year.

2.3 New Classifications

The City has the exclusive right to develop new classifications within the current organizational scope of this bargaining unit and adopt wage scales for those classifications. The City shall forward the new position classification specification and hourly wage schedule to the Union for its review. If the Union disagrees with the proposed wage scale for this new classification, the Union may reopen this Agreement for negotiations of only that new hourly wage scale for that new classification under the scope of this Agreement.

ARTICLE 3- NON-DISCRIMINATION

3.1 Rights of Employees

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose of representation in matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or the Union because of the exercise of his/her rights.

3.2 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to race, color, creed, national origin, age, sex, religion, mental or physical disability, union affiliation, political affiliation or any other classes protected by Federal or State law. Any claim which is subject to review by EEOC or other regulatory agency shall not be arbitrable.

3.3 Reference to Gender

All reference to employees in this Agreement designates both sexes; and whenever only one gender is used, it shall be construed to include male and female employees.

ARTICLE 4 - RIGHTS OF CITY

4.1 Management Rights

In addition to rights specified elsewhere in this Agreement, the City shall have all legal and customary management rights including, but not limited to, the exclusive right to determine the mission of its constituent departments and divisions, boards and commissions; set standards, types and frequency of services; exercise complete control and discretion over its organization, operations, and the technology of performing its work; determine the procedures and standards of selection for employment and promotion; direct and supervise employees; take disciplinary actions; relieve employees from duty consistent with Articles 17, 18, and 19; establish and administer the fiscal budget; evaluate employee performance; determine the content of job classifications; assume all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; take all reasonable action necessary to assist employees in their career development through special training assignments; maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted.

4.2 Assignment of Employees

The City reserves the right to determine the number of employees required at any specific location and in the job classifications provided in this labor Agreement.

4.3 Duties Not Provided

The City is not subject to any duties not expressly provided for in this contract.

ARTICLE 5 – COMMUNITY PROTECTION CLAUSE

5.1 Strikes Prohibited

The Union and its members, as individuals or as a group, will not initiate, cause,

permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work, at any location in the City during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

5.2 Union Agrees

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work.

5.3 Lockouts Prohibited

There will be no lockout of employees covered by this Agreement as a consequence of any dispute which may arise during the term of this Agreement.

ARTICLE 6 - UNION SECURITY AND BUSINESS

6.1 Dues Check-Off

On the first pay period of each month, the City shall deduct from the wages of employees in the bargaining unit who are members of the Union and who have requested such deductions in an amount equal to Union dues. This deduction shall begin on the first payroll period following such authorization and shall continue from month to month for the life of this Agreement.

6.2 Dues Definition

The term "dues" as collected from each member of the bargaining unit shall not include any fine, assessment, contribution or other form of payment or payroll deduction required or established by or from Teamsters Union members except as otherwise provided in this agreement. Initiation fees are considered dues.

6.3 Notification of New Hires

The City will notify the Union monthly of all new hires and will furnish the Union with the employee's name, classification, social security number, and date of employment. During the life of this contract, the Union will notify the City monthly of individuals who have become members of the Union and to whom the Fair Share provisions of this Article will not thereafter apply.

6.4 Bulletin Boards

The City agrees to furnish a bulletin board in the work or assembly area for use by the Union. The Union shall limit its postings of notices and bulletins, on City premises, to

this bulletin board. Such notices and bulletins so posted by the Union will be dated and signed with functional title by the responsible Union representative.

6.5 Right of Use of City Facilities to Hold Union Meetings

The City shall allow the Union to use meeting facilities of the City for Union meetings when scheduling such meetings is a feasible matter within facility scheduling demands and availability. Union meetings shall not be scheduled during the regular work shift of any employee covered by this agreement, except as expressly authorized by the Parks and Recreation Director, or designee.

6.6 Right of Access by Union Business Agent

The Union, after obtaining clearance from the Parks and Recreation Director or his designee, will have reasonable rights to contact bargaining unit employees on City work sites of this bargaining unit. The Union will in good faith minimize interference with City work in such contacts.

6.7 Collective Bargaining Activities

When mutually agreed on, collective bargaining activities may occur during regularly scheduled working hours. Members of the Union bargaining team shall be allowed time off with pay for that purpose while at the bargaining table. The number of team members who may be allowed time off with pay shall not exceed two members. The Union will identify these designated representatives to the City in writing at least ten (10) days in advance of the commencement of negotiations.

The City shall allow a maximum of two (2) hours of work time for membership to meet and review any new labor agreement.

6.8 Steward Not to Solicit Grievances

The City agrees to allow time without loss of pay for the member who is designated Union steward for this bargaining unit for the purpose of handling and processing grievances. The steward will attempt in good faith to schedule these activities so as not to interfere with the departmental operations or staffing levels. The employee using on-duty time for the purposes stated herein shall obtain approval from his immediate supervisor prior to such use of time. During working hours, Union members and the steward shall not solicit or carry on other business of the Union, except that the steward may deal with grievances under the conditions set forth above.

6.9 Limit Activities

The Union agrees its members will not solicit membership or carry on Union activities during work hours, except as and if specifically provided in this Agreement or specifically approved by management.

This provision shall not bar the Union business representative from briefly visiting with Union members to discuss Union matters with the approval of the City Manager or his designee to make such brief visits. Visits will not interrupt work operations.

The City agrees to allow time off without loss of pay and not to exceed one (1) hour per month for not more than two (2) members who are designated shop stewards for the purpose of conducting Union business. Reasonable advance notice and approval by the Department Head or designee are required to prevent interruption of the normal operations of the Department.

6.10 Hold Harmless

The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that may arise by reason of action taken or not taken by the City for the purpose of complying with any provision of this Article.

ARTICLE 7 - COMPENSATION

7.1 Wage Schedule

Employees shall be compensated in accordance with the monthly rate schedules set forth in Appendix A.

Merit Increases - Service Time - To be considered eligible for advancement from one wage step to another, employees must complete at least one (1) full year of service less any leave without pay, as well as meet standards at the time of their annual performance summary. The annual performance summary is not subject to the grievance procedure. In the event an employee does not meet standards, the employee will be subject to bi-monthly reviews and will be eligible for a step increase once the employee meets standards.

7.2 Pay Periods

Employees shall be paid on a twice a month basis. In the event a regularly scheduled pay date falls on a Saturday, Sunday, or a holiday, the last preceding workday of the Finance Department shall be the regular pay date.

7.3 Overtime

All full-time employees shall be paid at time and one-half for work in excess of 40 worked hours per week or eight (8) hours per workday or ten (10) hours if the employee is working a 4/10 scheduled workweek). A week encompasses Sunday through the following Saturday.

A. Seniority. It is recognized that it is a management right to require overtime. Members of the bargaining unit guarantee to work such overtime when requested. However, overtime shall be offered to the most senior employee in the Division whom, in the opinion of the supervisor, is qualified, first, and then by decreasing seniority. Overall seniority in the Parks Maintenance and Facilities Management Department will be utilized for overtime opportunities that are classified as City supported community events. In the event that it must be made mandatory, the least senior qualified employee in the Division will be assigned.

B. Notice. Employees required to work overtime will be given as much advance notice as is reasonably practical under the circumstances.

C. Cancellation. In the event overtime scheduled for a day is canceled by the City before the time fixed for its commencement, employees shall not be entitled to any pay for the canceled overtime period.

D. No Pyramiding. In no event shall an employee receive compensation twice for the same hours.

7.4 Call-Back Time

Employees called back to work, wherein they are required to report to the jobsite, shall receive overtime pay for the work for which they are called back, and if called back shall be credited with not less than two hours, or three (3) hours if during a holiday. This section does not apply to scheduled overtime, call-back time annexed to the beginning of the work shift or hold-over times annexed to the end of the work shift or workday. If at the end of his or her shift, the employee has departed from the City's premises before being called back, the same shall not be considered a hold-over time but shall be compensated as call-back under this section. For purposes of this section, a holiday is the actual designated day (e.g., January 1 for New Year's Day), not the day said holiday is observed by the City.

7.5 Fees

The City shall pay the cost of any examination fee required of an employee to maintain any certification required or approved by the City.

7.6 Training Time

The City shall consider all required training time as "hours worked" for purposes of compensation. If a training location is outside Jackson County, travel time to and from the training location shall be considered "hours worked". It is understood that the City may change an employee's work schedule to accommodate training. Employees who voluntarily choose to attend city-sponsored, non-work related informational meetings during their lunch period do so without compensation.

7.7 Deferred Compensation

Employees shall be allowed to participate through payroll deductions in the deferred compensation program offered through the City.

7.8 Compensatory Time

Employees assigned by management to work overtime may, in lieu of overtime pay, accumulate compensatory time at the rate of one and one-half (1½%) times the hours actually worked. Documentation and use of compensatory time hours shall be controlled by this section as follows:

Maximum Accumulation. An employee may accrue up to 64 compensatory hours at any one time. If an employee has accrued 64 hours of compensatory time, he/she will not be permitted to accrue additional compensatory time in lieu of overtime, and shall be compensated at the rate of one and one-half (1½) times the

employee's regular rate of pay for all hours of overtime worked.

Use of Compensatory Time Hours. An employee shall be permitted to use compensatory time hours during the year, subject to the following limitations:

- Use of compensatory time shall be in increments of one (1) or more hours.
- Use of compensatory time may be denied if an employee's use of compensatory time off would unduly disrupt the operations of the department.

Compensatory Time Payoff. At the request of an employee, the City shall pay off compensatory time at the employee's regular rate of pay (base salary plus salary differentials) as part of a regular paycheck, provided the employee requests a payoff of at least 20 hours and provides 15 working days' notice. At the end of the fiscal year, at the discretion of the City, compensatory time may be paid off at the employee's regular rate of pay (base salary plus salary differentials).

Compensatory time may not be accrued when the overtime hours worked is a direct result of working on a State or Federal declared emergency, since the City may receive reimbursement for those hours. In a declared emergency, any overtime hours earned would be paid by the City and no accrued compensatory time will be allowed for those overtime hours.

7.9 Certification Differentials

Employees shall be eligible for a salary differential in accordance with the following schedule:

- A. Certified Landscape Irrigation Auditor (CLIA) issued by the Irrigation Association (5%).
- B. Aquatics Facility Operator Certificate (AFO) issued by the National Recreation and Park Association (NRPA) (2.5%).
- C. Certified HVAC Technician (5%).
- D. City designated locksmith assignment (5%).
- E. State of Oregon Journeyman electrician's license (5%)
- F. Commercial driver's license (2.5%).
- G. Certified Playground Safety Inspector (5%).
- H. Building operator certificate issued by the National Recreation and Park Association (NRPA) (2.5%).
- I. ISA Arborist certification issued by the International Society of Arboriculture.

An employee shall be eligible for payment of a salary differential based on the possession of a specified license or certificate, or demonstrated special service skills, and based on actual performance of duties for which the certification is required. It is recognized that, while an employee may possess more than one license or certificate, City of Medford – Parks Maintenance and Facilities Management – Expiration 6/30/2023

the maximum salary differential paid to an employee for certifications or special assignments shall be five percent (5%) above the employee's base wage rate. An employee qualifying for a new certification under this agreement shall be eligible for additional certification pay on the first day of the pay period following receipt of the certification.

7.10 Medical Savings Account

The City shall contribute 6.1% of an employee's gross salary to each employee's account under the Voluntary Employee Beneficiary Association Medical Expense Plan for Public Employees in the Northwest (commonly known as the HRA VEBA Trust) under Section 501 (c)(9) of the Internal Revenue Code. Beginning with the January 10, 2008 payroll, the City shall additionally contribute \$50 per pay period to each employee's HRA VEBA account. In addition, the City shall pay a one-time lump sum contribution of \$500 (five hundred dollars) to each employee's HRA VEBA account. This contribution will be paid July 12, 2021 to the individual accounts.

7.11 Reimbursement of Tuition and Fees

It is the intent of the City to encourage participation by employees in course work at institutions of higher education, including employment-related certification and training programs. Upon application from an employee for tuition or fee assistance, and if the City determines that the proposed training or course work will benefit the performance of the employee's duties and responsibilities, the City may provide up to 100% of the necessary tuition and/or fees. Such expenses may be reimbursed to the employee following completion of the course work in a manner deemed by the City to be satisfactory. An employee who receives reimbursement of tuition or fees shall agree to remain in the City service following completion of course work one working day for each dollar of educational expense reimbursed by the City. An employee who, of his/her own volition, fails to meet the stated service requirements shall repay to the City on a prorated basis any expenses which have been reimbursed by the City.

7.12 Standby Pay

When the City requires an employee to carry a City mobile device and be able to report for work in less than 45 minutes, the employee so designated shall receive an additional 1.4 hours of straight time pay, exclusive of any pay differential, or at the employee's discretion, 1.4 hours of compensatory time for each day of standby Monday through Friday. 2.8 hours of compensatory or straight time pay shall be received Saturday and Sunday. When standby occurs on a holiday the employee shall receive an additional three (3) hours of straight time pay, exclusive of any pay differential, or three (3) additional hours of compensatory time for that day. Employees shall forfeit standby premium if they are unable to report for work without a valid reason or cannot be located and such failure may result in disciplinary action. Standby time shall not be considered or treated as hours worked for any purpose.

Employees who live beyond the 45 minute response time to the City shops and who were hired before March 20, 2015, are not subject to the 45 minute response time specified above, but are expected to respond directly and as timely as possible.

The City shall establish an eligibility list for standby assignment and such duty shall be on a rotational basis. Standby shall be assigned in blocks of time of seven (7) days unless the employee voluntarily agrees to a shorter block of time. An employee may, upon approval of his/her supervisor, have another qualified employee on the list stand by in his/her place. If the substituting employee agrees to be on standby status for a full week, he/she will receive the additional compensation and remain in his/her original position on the list.

It is understood that the City has the right to establish required criteria to be placed on the standby list.

While on standby, employees will receive additional compensation in quarter ($\frac{1}{4}$) hour increments for responding to inquiries that do not require a return to the field.

7.13 Out of Class Pay Differential

The City shall have the option to utilize an employee covered by this Agreement for duties above the level of their regular position classification. An employee assigned and fully performing the duties of a higher classification shall be paid a five percent (5%) higher salary differential for hours worked in such classification. Under abnormal circumstances, an employee may be assigned the duties of a position more than one grade higher than the classification occupied by the employee, and any employee so assigned and fully performing the duties of such higher classification shall be paid a ten percent (10%) higher salary differential, or at the entry level base wage rate for that classification, whichever is greater, for hours worked in such classification. An employee of the bargaining unit fully performing out of class duties for a position outside the bargaining unit shall not be assigned such duties for a period longer than six (6) months, unless the bargaining unit agrees to an extension of no more than three (3) months.

7.14 Lead Person Assignment

When an employee is assigned by a department head, or designee as lead person over at least one s/he shall be paid five percent (5%) above his/her current base wage (excluding differentials) for the duration of such assignment. Under the general direction of a supervisor, an employee designated as a lead person is responsible for directing, coordinating, monitoring and checking the work of the employees over whom the lead person is assigned. The lead person is also responsible for providing the majority of training, and for providing feedback to the supervisor regarding employee performance. The lead person shall be responsible for the quantity and quality of work performed by the assigned employees. A lead person is not responsible, and has no authority, to approve leave, discipline, hire, terminate or perform formal evaluations of employees. Persons assigned as lead persons shall perform in such capacity in addition to the other duties of their normal work classification.

ARTICLE 8 - HOURS OF WORK

8.1 Basic Work Week

The City recognizes the basic work week for the Parks employees to be 40 hours of five (5) consecutive eight (8) hour days (or, at the City's discretion, four (4) consecutive ten (10) hour days), including rest periods but excluding meal periods. Employees may also be permitted to use a 9-80 work schedule, subject to the City's rules for use of said schedule. A week runs from Sunday to the following Saturday inclusive.

Any implementation of a 4/10 workweek shall be subject to the following:

- A. Holiday pay for a scheduled holiday is limited to eight (8) hour pay for a 4/10 workweek.
- B. 4/10 Workweek : If the employee does not work on the holiday, he/she shall receive eight (8) hours pay at the regular straight-time rate and two (2) hours credited in one of the following ways:
- C. Deduct two (2) hours against accrued vacation, holiday or compensatory time leave.
- D. Take two (2) hours leave without pay.
- E. If the employee works on the holiday, he/she shall receive eight (8) hours pay at the regular straight rate and pay for all hours worked at time and one-half.
- F. Pay will be at the regular straight-time hourly rate for each day of absence due to vacation, floating holiday or sick leave.
- G. If a scheduled holiday falls on an employee's normal day off, the closest preceding or succeeding workday shall be taken as the holiday.
- H. Holiday time shall be subject to the 9-80 rules when an employee works a 9-80 work schedule.

8.2 Shift Assignment

It is understood that the wage schedule in this Agreement is in full consideration for working shifts as may be assigned by the City. Employees shall have regular starting and quitting times by work schedules posted on appropriate departmental bulletin boards. Scheduled shift changes shall be posted on such bulletin boards at least seven (7) days prior to the effective date of the new shift except for emergency situations and for the duration of the emergency, or when the affected employees volunteer to accept shorter notice.

8.3 Meal Periods

All employees shall be granted a meal period during each work shift. Meal periods shall not be paid but shall be in addition to the eight (8) nine (9) or ten (10) hours of service comprising the workday. A meal period shall consist of a one-half (1/2) hour and may be taken at a location of the employee's choice, providing that the total time away from the job does not exceed the time allowed. City vehicles may not be used as transportation

unless incidental to authorized travel. To the extent consistent with the operating requirements of the department, each meal period shall be scheduled in the middle of the work shift, or as close thereto as practical. The City retains the right to determine the meal period scheduled for employees.

8.4 Rest Periods

A rest period of 15 minutes shall be provided during each half shift. Rest periods shall be scheduled by the City in accordance with operating requirements and each employee's duties. Said rest period may be taken at a location of the employee's choice providing that the total time taken away from the job does not exceed the break period. City vehicles may not be used as transportation unless incidental to authorized travel.

8.5 Employee Clean-Up Time

Clean-up time will be permitted on work time only in the case of a health hazard emergency to employees as determined by the City.

8.6 Three-Day Absence Amounts to a Quit

An employee absent from work three (3) working days and who has not been granted a leave of absence by the City for that period, or who has not presented satisfactory evidence showing they were unable to work, shall be deemed to have quit and will be subject to termination.

8.7 Employee Must Give Advance Notice of Lateness or Absence

When an employee is going to be late or absent from work, he or she shall give notice as far in advance as possible to his supervisor. An employee failing to give such notice may be subject to discipline.

ARTICLE 9 - VACATION LEAVE

9.1 Eligibility

Full-time employees shall be eligible for annual vacation time with pay, which shall accrue in accordance with this Section.

Date of Hire to 60 Months Service. Full-time employees shall accrue vacation time at the rate 3.33 hours per pay period or 80 hours per year.

After 60 Months Service. For full-time employees with more than 60 months and less than 120 months of continuous service, vacation time shall accrue at the rate of 4.33 hours per pay period or 104 hours per year.

After 120 Months Service. For full-time employees with more than 120 months and less than 180 months of continuous service, vacation time shall accrue at the rate of 5.33 hours per pay period or 128 hours per year.

After 180 Months Service. For full-time employees with more than 180 months and less

than 240 months of continuous service, vacation time shall accrue at the rate of 6.67 hours per pay period or 160 hours per year.

After 240 Months Service. For full-time employees with more 240 months of continuous service, vacation time shall accrue at the rate of 8 hours per pay period or 192 hours per year.

For purposes of this section, a break in continuous service shall be defined as occurring if an employee has unpaid leave in excess of 15 consecutive calendar days, and such absence shall be deducted from the service date of the employee.

Time spent by an employee on military leave, sick leave resulting from an injury incurred in the course of employment, FMLA/OFLA leave whether paid or unpaid, and paid time off shall not be considered as a break in service. Time spent on other types of authorized leave shall not be counted as part of continuous service, provided the employees returning from such leave and employees on laid off status, shall be entitled to credit for service prior to the leave or layoff.

9.2 Maximum Vacation Credit

The maximum vacation credit that may be accumulated by an employee at any time is two years vacation credits at the rate attributable to his class under Section 9.1. When the maximum accumulation is thus accrued, no further credits will accrue until, and to the extent that, use of the credits reduces the accumulation below the employee's maximum. The City shall notify each employee at the time of the first wage payment date each month of the amount of vacation time accrued by said employee. No payment shall be made for vacation time lost by an employee because of accrual limitation, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a vacation period already scheduled for him or her.

9.3 Scheduling

Employees shall be permitted to request vacation on a split or entire basis. Vacation times for the employees shall be scheduled by the City based on the City's judgment as to the needs of efficient operation, the availability of vacation relief and the City's right to so arrange scheduling that each employee has an opportunity, if he chooses, to use at some time during the fiscal year, the full amount of vacation credit which he could accumulate in twelve months of continuous service. Subject to the foregoing, the employee shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority. Conflicting requests for the same vacation time shall be resolved on the basis of seniority, but an employee shall be permitted to exercise his right of seniority only once per calendar year, and only if at least 30 days' notice is given. Vacation requests shall be acted upon by the supervisor within ten working days.

9.4 Death or Termination

In the event of termination of employment of an employee who is otherwise entitled to vacation credits, the employee shall be entitled to payment for earned vacation leave. In the event of death, earned but unused vacation shall be paid in the same

manner as salary.

9.5 Utilization of Vacation Leave for Illness or Injury

Earned vacation leave may be utilized for illness or injury when all earned sick leave has been exhausted.

9.6 Vacation Cash Out

An employee may request and be paid for a minimum of one (1) week of vacation time in conjunction with taking one (1) or more weeks of vacation, to a maximum of two (2) weeks' pay. This does not preclude an employee buying less than two (2) weeks of vacation pay with two (2) or more weeks of vacation leave. Pay for vacation time must be taken in one (1) week increments not to exceed two (2) weeks paid in any fiscal year providing the employee has sufficient accumulated vacation leave at the time of the request. In his leave bank. The term "in conjunction with" means at the same time the vacation time is taken. Leave time for which the employee is paid will be deducted from the employee's leave bank. Payment for hours cashed out under this section shall be at base pay exclusive of differentials and would be paid on the regular pay check for the pay period in which the vacation is taken.

9.7 Leave of Absence Without Pay

Vacation leave for the pay period shall not be accrued if the employee is on a leave of absence without pay equal to eight (8) or more hours.

ARTICLE 10 - HOLIDAYS

10.1 Designated Holidays

The following shall be designated as compensable holidays.

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving
- Christmas Day (December 25)

Each employee shall be allowed one week off with full pay and benefits that includes Christmas Day or New Year's Day, whichever is applicable, as an eight-hour holiday under this schedule. This week will be taken at the City's determination on one of the following schedules:

Schedule A: Five (5) regular weekdays of the week that includes the Christmas Day Holiday.

Schedule B: Five (5) regular weekdays of the week that includes the New Year's

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Day Holiday.

To be eligible for this time off, an employee must also have been working in a full-time status for the City since the proceeding July 1.

10.2 Weekend Holidays

Whenever a designated holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

10.3 Holiday Pay

Eligible employees shall be compensated for eight (8) hours at the straight time rate for each of the designated holidays on which they do not work. However, employees shall not be paid for any holiday for which they receive time loss pay under the worker's compensation system.

10.4 Holiday Work

If an employee is required to work on any of the holidays listed above, except floating holidays, he shall receive, in addition to his regular pay, compensation for all hours worked at one and one-half (1½) times his rate of pay.

10.5 Non-Duplication of Charged Paid Leave

If an employee is on authorized vacation, sick leave or other leaves with pay when a holiday occurs, such holidays shall not be charged against such leave.

10.6 Floating Holidays

On July 1st of each year, a regular fulltime employee shall be given 24 hours of floating holiday time. Employees shall schedule the use of floating holiday hours on the same basis as scheduling use of vacation leave under Section 9.3.

10.7 Unused Time

Floating holiday time must be used by October 1 following the fiscal year in which it is earned or it will be converted on October 1 to vacation time.

ARTICLE 11 -SICK LEAVE

11.1 Accrued Sick Leave

Accrued sick leave shall be earned for the purposes stated herein by each employee at the rate of four (4) hours for each full pay-period of service commencing with the date of employment. Sick leave for the pay-period shall not be accrued if the employee is on a leave of absence without pay equal to eight (8) or more hours.

Sick leave may be accumulated to a total maximum of 960 hours. Sick leave in excess of 960 hours may be accrued and used but any excess remaining on June 30th each year shall be cashed out at 50% of each employee's base wages (exclusive of any paid

differentials) and placed in the employee's HRA VEBA trust account, the first payment to be made in July 2006, and each subsequent July thereafter.

Upon retirement of an employee, sick leave in excess of 520 hours shall be cashed out at 50% of the employee's base wages (exclusive of any paid differentials) and said payment to be deposited in the employee's HRA VEBA trust account. All remaining hours shall be reported to the Oregon Public Employees Retirement System (PERS as unused accumulated sick leave for purposes of calculating service credit for retirement benefit purposes.

An employee who terminates employment with the City for reasons other than retirement shall be entitled to no cash compensation or HRA VEBA payment for unused sick leave except that all remaining hours shall be reported to the Oregon Public Employees Retirement system as unused accumulated sick leave for purposes of calculating service credit for future retirement benefit purposes.

11.2 Definitions

For Article 11, the following definitions shall apply:

"Spouse" means a husband or wife as defined or recognized under Oregon law or a same-sex domestic partner who has completed and filed a "Declaration of Oregon Registered Domestic Partnership" with the State of Oregon.

"Child" means a biological, adopted, or foster child; stepchild; legal ward; individual who has or had the employee standing in loco parentis; and same-sex domestic partner's child. Child may be an adult or a minor.

"Parent" means biological, adoptive, foster or stepparent; an individual who stands or stood in loco parentis to an employee when the employee was a minor; parent-in-law, and parent of the same-sex domestic partner.

"Grandparent" means the biological, adoptive or foster grandparent.

"Grandchild" means the biological, adopted, foster, or stepchild of the child of an employee or the employee's spouse.

"Parent-in-Law" means the "parent" of the employee's spouse.

"Sibling" means biological, adopted, or foster brother or sister of the employee.

11.3 Statutory Leave – Unpaid

Unpaid leave is granted in accordance with the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) for certain purposes. See Family and Medical Leave Policy, Administrative Regulation 94-6 as revised.

11.4 Utilization for Illness or Injury

Employees may use sick leave for an illness or injury of the employee, spouse or child.

In cases where an employee is unable to provide advance notice of the need for sick leave usage by completion of a leave request form, the employee must complete the leave request form on the day he/she returns to work.

Sick leave may be used during periods that the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order.

Medical, Dental or Vision Appointments - Sick leave may also be used for annual or routine medical/dental/vision appointments that are scheduled at least 24 hours in advance, for the employee, spouse or child. If an employee does not complete a sick leave request form at least 24 hours in advance of the need for the absence, the employee shall not be eligible to utilize accrued sick leave. However, the employee may use other accrued leave for the absence. Department supervisors may authorize the use of sick leave with less than 24 hours' notice to accommodate a change in a previously approved appointment provided department needs are not affected.

Notification Requirements - In the event of illness or injury, the employee shall notify his/her immediate supervisor, on-duty supervisor, or other department supervisor as designated in writing of absence due to illness or injury and the nature and expected length thereof, as soon as possible prior to beginning of his regularly scheduled work shift, unless unable to do so because of the serious nature of the injury or illness. If such supervisor is unavailable, employees are to follow departmental procedures for notifying other departmental management staff of the need for their absence.

An employee who is unable to complete the regularly scheduled shift due to illness or injury shall, prior to leaving work, notify his/her immediate supervisor, on-duty supervisor, or other departmental supervisor.

Healthcare Provider Certification - The City may require a physician's statement establishing the employee's fitness for duty so long as there exists specific, articulable facts that the employee may not be able to safely fulfill the responsibilities of his/her position. In the event of an extended absence for an illness/injury, prior to allowing the employee to return to work, the City may require a healthcare provider's release stating that the employee may return to his normal duties without risk of aggravating the illness or injury.

Uses for non FMLA/OFLA Care-Giving - For non-FMLA/OFLA leave, where the employee needs to care for, or arrange care for, a parent or grandparent with an illness or injury, the employee may use up to eight (8) hours of sick leave per occurrence. Accrued vacation or compensatory time may be used for additional leave in such cases.

11.5 Integration with Worker's Compensation

When an injury occurs in the course of employment, the City's obligation to pay under

this sick leave Article is limited to the difference between any disability payment or time lost time payment received under Worker's Compensation Laws and the employee's gross salary. In such instances, no charges will be made against the employee's accrued sick leave for the first three days of leave unless he/she receives time loss payments for said days.

11.6 Sick Leave without Pay

In the event the City determines under Section 11.4 that the employee is unable to return to work, sick leave without pay may be granted by the City for the remaining period of disability (not to exceed six months) after accrued sick leave has been exhausted. Such leave may be extended by the City. The City may require that the employee submit a certificate from a physician periodically during the period of such disability and before returning to work.

11.7 Bereavement Leave

An employee shall be granted up to three (3) days bereavement leave with regular salary in the event of death of a spouse, parent, child, sibling, parent-in-law, grandparent, grandchild or step- grandchild. Up to two (2) days leave taken from sick leave or any other accrued leave shall be granted upon request. Concurrent with the benefit described above, employees will be granted additional leave as provided by and in accordance with the Oregon Family Leave Act.

11.8 No Sick Leave During Layoffs or Certain Other Leaves of Absence

Sick leave shall not be used or accrued under the following circumstances:

- A. During layoff periods or during a leave of absence without pay;
- B. During periods when a City operation is shut down due to strikes.

Sick leave shall not be used during a scheduled leave (i.e., vacation or holiday) if the employee and/or family member has an injury or becomes ill.

ARTICLE 12 -LEAVES OF ABSENCE WITHOUT PAY

12.1 Leave of Absence Without Pay

After all paid leave is exhausted, a leave of absence without pay may be considered. Requests for leave of absence without pay shall be submitted by the employee to his or her immediate supervisor who will forward the request, with recommendation and comments, to the department head who shall recommend action and forward to the City Manager. Such leave requests to be implemented must be approved by the City Manager. Such approval is discretionary.

12.2 Paid Leave Credits During Leave of Absence Without Pay

Vacation, sick leave and floating holiday credits shall not continue to accrue to an employee while in a non-pay status.

12.3 Holidays While on Leave

An employee on leave of approved absence without pay shall not be paid for a holiday which occurs while the employee is on such leave.

12.4 Misrepresentation

An employee who has obtained an approved leave of absence without pay through fraud or misrepresentation may be discharged by the City.

12.5 Return from Leave

Any employee who is granted a leave of absence and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his position with the City, and his position shall be declared vacant; unless the employee, prior to expiration of his leave of absence or prior to the termination date has furnished evidence that he or she is unable to work by reason of sickness, physical disability or other legitimate reasons beyond his control and seeks an extension of leave for such reasons. Such a request for extension shall be made in writing, and will be considered pursuant to Section 12.1 of this Article.

ARTICLE 13 - OTHER LEAVES OF ABSENCE

13.1 Jury Duty

Employees shall be granted a leave with pay for service upon a jury on days when the employee is normally scheduled to work. The employee is required to waive any jury duty pay for each day of jury service when the employee is paid by the City. The employee shall be entitled to receive and retain mileage reimbursement for jury service. Upon being excused from jury duty for any day an employee shall immediately contact the Department Head or other supervisor for assignment for the remainder of his or her regular workday.

In no event will the City make payment for jury duty performed on any non-scheduled workday of an employee's regular assigned workweek, or for hours in excess of the hours scheduled for that particular day.

13.2 Court Appearance

Leave with pay will be granted for any City work-related appearance before a court, judicial or quasi-judicial body as a witness in response to a subpoena or order by proper authority, compelling his attendance under penalty described by law; provided, however, that the salary paid to such employee shall be reduced by an amount equal to any compensation he receives as witness fees. It shall be the duty of the employee to obtain such fees. Leave of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including time required for travel to and from court.

13.3 Military Leave

Military leave shall be granted only to the extent required by law upon presentation of military orders directing the employee to report to active duty.

ARTICLE 14 – HEALTH AND WELFARE

14.1 Insurance

All regular full-time employees shall be enrolled in the City's overall insurance plan providing medical, dental, and vision insurance. The coverage shall remain substantially equal to the existing plans in effect at the time this agreement is signed.

Beginning July 1, 2021, the City will pay one-hundred percent (100%) of the monthly premium costs for the lowest cost insurance plan for each eligible full-time employee covered by this agreement. If the employee should choose a higher cost insurance plan, the City will pay the equivalent dollar amount of the lowest cost plan towards the premium of the employee's selected plan.

Any costs that exceed what is specified herein shall be borne by the employee through automatic payroll deduction.

14.2 Life and Long-Term Disability Insurance

The City shall pay the premiums necessary for life insurance coverage in the amount of \$50,000 and class A long-term disability coverage.

14.3 Retirement

The City will continue to participate in the Oregon Public Employees Retirement System or its successor as determined by the State of Oregon. The employee's contribution (currently 6%) to the system will be paid by the City. This employer paid pre-tax contribution is deemed to be picked up for purposes of Internal Revenue Code Section 414(h)(2), is assumed and paid by the City of Medford for purposes of ORS 238A.335(2)(b), and employees may not receive the assumed amount directly unless allowed by State law.

14.4 Flexible Spending Account

Employees shall be allowed to participate in the City's flexible spending account that complies with account that complies with Internal Revenue Code Section 125.

ARTICLE 15 - EMPLOYEE REIMBURSEMENT

15.1 Mileage

An employee required to report for duty at any location other than his regularly assigned reporting location, and required to use his personal automobile for transportation to such location, shall be compensated at the current IRS rate for the use of such automobile directly in the line of duty.

15.2 City Required Travel

When an employee's duties require him to travel outside Jackson County, the City agrees to provide meal and lodging expenses in accordance with Administrative Regulation 00-9

entitled Travel Expenses and Employee Reimbursements.

15.3 Other Transportation

When an employee is required or authorized to use public transportation other than his/her private vehicle such as air, train, boat, taxi, etc., the actual expenses including taxes and other charges shall be advanced the employee if possible and, if not advanced, shall be reimbursed to the employee after presentation of receipts to the City.

ARTICLE 16 – SENIORITY

16.1 Definition

Seniority, for those employees who are covered by this Agreement shall be the employee's length of service within the Parks Department dating from his or her last date of hire and classification.

16.2 Loss

Complete loss of seniority will occur if any employee:

- A. Quits or fails to report to work as scheduled within three (3) workdays without prior approval of his or her supervisor;
- B. Is discharged for just cause;
- C. Is laid off and he or she fails to respond with written notice to the City of his or her intent to return to work within seven (7) calendar days after receiving notice of being recalled. He or she must also physically return and be ready to work within 21 calendar days after his or her receipt of the notice of recall;
- D. Fails to report to work at the termination of a leave of absence;
- E. While on leave of absence accepts employment without permission;
- F. Is retired.

16.3 Same Date of Hire

In the event that more than one employee has the same date of hire, the senior will be determined by the drawing of lots.

16.4 Probationary Employees

Probationary new employees shall not have any seniority rights.

ARTICLE 17 - REDUCTIONS IN PERSONNEL

17.1 Reduction in Force

Reduction in force resulting from a layoff situation will be made in the inverse order of

seniority.

17.2 Bumping Rights

An employee who is scheduled for layoff may be assigned to a vacant lower position within the bargaining unit or may bump into a lower classification within the unit provided the employee is qualified for the lower level position and the displaced employee has less overall Parks Department seniority. The displaced employee shall have the same bumping rights.

17.3 Return from Layoff

The City shall, prior to hiring any new personnel, recall individuals laid off. Such recall will be made by the mailing of a certified letter to the last known address of the subject. The employee shall have 14 days to return to work from the date of receipt of certified mail notifying that employee of his or her recall from layoff status, or the employee will forfeit all recall rights. Recall will be made on the basis of seniority. For a layoff in excess of 12 months, the City may require the successful completion of a physical examination prior to reinstatement. Recall rights shall expire two (2) years after the date of layoff.

17.4 Employee Must Accept Available Work

Employees called back to work after layoff are obligated to take bargaining unit work assigned them by the City. This may or may not necessarily be the job which they performed prior to their layoff. However, when a worker on layoff is offered re-employment per his or her classification and refuses that work assignment, the employee's recall rights are waived and the City has no further obligation to offer other employment to the worker at a future time.

17.5 Advance Notice

The City will endeavor to give 30 days' advance notice to affected employees of any planned or proposed layoffs and/or reduction in force due to lack of work or funds. Such notice will be given as provided for within the provisions of Article 4 - Management Rights, clause of this agreement.

ARTICLE 18 - PROBATIONARY PERIOD

18.1 New Employees

Every new employee hired into the bargaining unit shall serve a probationary period of one (1) year. The probationary period may be extended if an employee is on an unpaid leave of absence for 30 or more calendar days. Extensions due to an unpaid leave cannot be greater than the actual time to probationary employee was off. The Union recognizes the right of the City to terminate probationary employees for any reason, with or without cause, and any such termination shall not constitute a violation of this contract.

18.2 Promotional Probationary Period

Any employee who is promoted to a higher position classification within the scope of the bargaining unit shall be considered a promotional probationary employee for a period of six (6) months following such promotion. The grievance procedure contained herein shall apply to such employees; however, employees on a promotional probationary period may be returned to their former position within 30 days at the discretion of the City and shall have no right of appeal under Article 19 for such action. However, an employee on a promotional probationary period who is dismissed from City service may have their dismissal appealed by the Union under this Article.

18.3 New Hires Identified

The City agrees to notify the Union of all new hires into the bargaining unit within 14 days of a hire. The City will furnish the Union with the name, social security number and address of the employees newly hired.

18.4 Transferred Employee

An employee who transfers from another full-time position in the City after one (1) years continuous service shall serve a probationary period of six (6) months.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

19.1 Discipline

Discipline may include, but not be limited to, written reprimands, suspension, temporary reduction in pay, demotion and termination, except that written reprimands shall not be subject to grievance. No regular, non-probationary employee shall be disciplined except for just cause. All disciplinary action imposed upon an employee, except written reprimands, may be protested as a grievance through the regular grievance procedure. Notwithstanding, the City may discharge probationary employees without just cause and such action will not be subject to the grievance procedure.

All corrective actions shall be done in a manner which will not embarrass the employee before other employees or the public. Upon request, any employee required to appear before a City representative to discuss matters for which disciplinary action is being contemplated, shall be allowed to have a Union representative present during the discussion.

A written reprimand may be placed in the personnel file of the affected employee. Upon the employee's request, the City will remove the written reprimand from the employee's personnel file if no other disciplinary actions of a similar nature occur within a two (2) year period.

19.2 Just Cause Standards

For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- A. The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a

reasonable person;

- B. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
- C. The City must conduct a reasonable investigation;
- D. It must be determined that the employee is guilty of the alleged misconduct or act;
- E. The discipline must be appropriate based on the severity of the misconduct;
- F. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

19.3 Due Process

In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- A. The employee shall be notified of the charges or allegations that may subject them to discipline, including the relevant facts of the event and policy or other violations;
- B. The employee shall be notified of the disciplinary sanctions being considered;
- C. The employee or representative will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing. The employee or representative may present additional evidence or mitigating circumstances to the employer; and
- D. At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

Section 19.2 and 19.3 shall not apply to the termination of any employee on probation, as defined by Article 18 – Probationary Period, 18.1 New Employees of this Agreement.

19.4 Pay for Lost Time Less Interim Earnings

Unless otherwise agreed by the parties or directed by an arbitrator, an employee reinstated after a discharge which is determined to have been unjust will be reinstated without loss of seniority or pay. The City will reimburse the employee for time lost. However, deductions shall be made for any unemployment compensation received by the employee; and Federal, State, or local taxes normally deducted from the employee's pay shall be withheld

19.5 Discharge for Falsifying Employment Application

An employee may be subject to discipline up to and including discharge if he or she has falsified any portion of his or her employment application.

ARTICLE 20 - SETTLEMENT OF DISPUTES

20.1 Definitions

A grievance shall mean a claim that there has been a violation of the contract. The grievant shall mean an aggrieved employee, and/or the Union. For the purpose of this procedure "immediate supervisor" is an employee who is not a member of the bargaining unit and who has direct administrative or supervisory responsibilities over the grievant. In the area of grievance, "days" as used in this procedure shall be calendar days.

20.2 Procedure

Step 1. Immediate Supervisor. The grievant shall discuss the grievance with his immediate supervisor with the objective of informally resolving the grievance. Said discussion shall occur within 15 days after the grievant becomes aware of the act creating the grievance. Within ten (10) days after initial discussion with the immediate supervisor, if the grievance has not been solved informally, the grievant shall file the grievance in writing with his immediate supervisor. The supervisor shall render a written decision within ten (10) days after receiving the grievance.

Step 2. Department Head. Within ten (10) days, if the grievant is not satisfied with the disposition of his grievance at Step 1 he shall file the written grievance with the department head. The department head shall render his written decision within ten (10) days after receiving the grievance.

Step 3. City Manager. Within ten (10) days, if the aggrieved is not satisfied with the disposition of his grievance at Step 2, he shall file his appeal with the City Manager. The City Manager or his designee, shall hear the appeal and render his decision within ten (10) days after receiving it.

Step 4. Arbitration.

- If the aggrieved is not satisfied with the disposition of grievance at Step 3, he shall, within ten (10) days, file his notice of intent with the Union and the City to appeal the grievance to arbitration.
- Within ten (10) days after such notice of intent, the City and the Union, unless they can mutually agree to an arbitrator, shall request a list of arbitrators from the Employment Relations Board. This list shall consist of seven (7) arbitrators who reside in Oregon or bill travel and expenses as if they reside in Oregon. The arbitrator shall be selected from this list by the striking method and the moving party will strike first.
- The arbitrator shall submit in writing his decision within 30 calendar days following close of the hearing or submission of briefs of the parties, whichever is later, unless the parties agree to a written extension thereof.
- The findings of the arbitrator shall be limited to the terms of this Agreement and the

arbitrator shall have no authority to amend, modify, alter or add to or subtract from this Agreement.

- The decision and award of the arbitrator shall be final and binding on all parties.
- The fee and expenses of the arbitrator shall be divided equally between the City and the Union, provided however, that each party shall be responsible for compensating its own representatives and witnesses.

20.3 Time Limits

All parties subject to these procedures shall be bound by the time limits contained therein. If either party fails to follow such limits, the following shall result:

- A. If the grievant/Union fails to act or respond in a timely fashion, the grievance shall be deemed waived.
- B. If the City fails to respond in a timely fashion, the grievance may be appealed to the next step of the grievance procedure.

ARTICLE 21 - SAFETY

21.1 Safety Obligation

The City shall obey all safety standards imposed by State or Federal law. Members of the bargaining unit shall, in the scope of their employment with the City, comply with all safety regulations applicable to such employees. Alleged City violations shall be processed through appropriate State or Federal regulation agencies if such an agency has jurisdiction.

21.2 Safety Meeting

The City will conduct weekly regular safety meetings in the department. Safety problems and impending hazards are to be briefly discussed by supervisors and employees in these sessions. Management may schedule additional meetings as needed.

21.3 Protective Clothing

The City shall provide uniform shirts, jackets and coveralls for employees covered by this Agreement. In addition, the City shall provide any protective clothing or safety wear specially required by law, or by the City, for an employee in the performance of his/her City duties. Employees provided with such protective clothing and safety wear shall wear it as directed by the City. No employee shall wear or use any such protective clothing or safety wear provided by the City anywhere save and except on the job. The City may assess a fair charge to cover loss resulting from failure to exercise reasonable care or for willful destruction of City provided safety equipment or clothing in lieu of other disciplinary action.

The City shall provide each employee \$100.00 each July 1 for the purchase of uniform pants meeting City requirements. Eligible employees hired during the fiscal year shall be paid a prorated amount.

21.4 Safety Shoes

The City will provide an employee who is required by his/her supervisor to wear City-approved safety shoes as appropriate for working conditions a cash allowance of \$225 on the second paycheck in July each fiscal year of this Agreement for the purchase and maintenance of said safety shoes. Employees hired during the fiscal year shall be paid a pro-rated cash amount for purchase of said safety shoes equivalent to the remaining period of the fiscal year.

Notwithstanding this limit, the Parks Director may approve purchase of a replacement pair of safety shoes in the event of unusual circumstances.

21.5 Failure to Report Accidents May Result in Discipline

Employees are required to immediately report to their supervisor any accident or injury, major or minor, which may occur to them. If then directed by their supervisor, employees will report immediately to a doctor approved by the City.

ARTICLE 22 - GENERAL PROVISIONS

22.2 Tools

The City shall furnish all employees with all tools needed in the course of their employment. Failure by the employee to properly care for such tools shall result in discipline.

22.3 No Restrictions on Technological Changes

The City shall have the right to make such changes in methods of production, including the use of the most up-to-date automated equipment as are consistent with the technological options as develop in the field of operation. There shall be no restrictions upon the use of any materials, machinery or tools that the City deems fit for the purpose of work.

22.4 Drug and Alcohol Policy

Employees covered by this Agreement who are licensed as Commercial Drivers shall be subject to the provisions of the City's Administrative Regulation 00-5 regarding drug and alcohol testing for Commercial Vehicle Drivers. The parties agree that should said regulation be amended during the term of this Agreement, the impact may be bargained pursuant to the Public Employees Collective Bargaining Act (PECBA). Employees covered by this agreement agree to follow the provisions of the City's Drug and Alcohol Free Workplace Policy, set forth in Administrative Regulation 00-04 incorporated herein by reference except as follows:

1. Section A. City Employees subsection 4. An employee utilizing any prescribed medications or controlled substances that may affect his ability to safely perform assigned duties must immediately report this treatment to his supervisor. The use of medications or controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action. It shall be the employee's responsibility to determine from their physician whether a prescribed treatment may

impair job performance. Failure to report the use of a prescribed medication or a controlled substance which an employee has been informed may affect his abilities to safely perform assigned duties may subject an employee to disciplinary action. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's physician will be required.

2. Employee Rights

A. The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.

B. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All negative results will be kept confidential by the City.

C. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.

D. If the results of the test are positive or negative, the employee shall have the right to grieve in accordance with Article 16 of this Agreement.

E. Prior to an employee being questioned or evidence being obtained that may be used against him in a disciplinary action he will be advised of the purpose of the investigation and informed that:

"The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of this policy, regarding the performance of your official duties. You have a duty to reply to these questions and/or submit to evidence collecting procedures within the scope of this policy. Disciplinary action, including dismissal, may be undertaken if you refuse to cooperate or fail to reply fully and truthfully. Neither your answers nor any information or evidence obtained can be used against you in any criminal proceeding. The answers you furnish and the information or evidence resulting therefrom may be used in the course of disciplinary proceedings which could result in disciplinary action up to and including termination."

3. Any changes in Administrative Regulation 00-04 which alters the terms and conditions of employment shall be subject to bargaining under PECBA.

ARTICLE 23 - PERSONNEL RECORDS

An employee shall have the right to inspect his or her personnel records as maintained by the City Human Resources Office. In addition, a copy of all personnel evaluation

reports and disciplinary items placed in an employee's file will be signed and given to said employee. His or her signing of these documents will not necessarily be considered to mean agreement.

Employees of this bargaining unit shall have the right, upon request, to obtain, at their own expense and on their own time, copies of the contents of their personnel file, exclusive of materials placed in the file or received by the City prior to the employee's date of hire.

It is the responsibility of each and every employee to keep the Human Resources Department informed of his or her latest address and telephone number.

Employees of this bargaining unit shall have the right to respond to any materials placed in their personnel file. Such response shall be attached to the item in question.

ARTICLE 24 - OTHER EMPLOYMENT

Outside employment shall be permitted only with the express prior approval of the City Manager or designee. Any employee with existing outside employment on the effective date of this agreement shall notify the City thereof within 60 days after the effective date of this agreement. To deny outside employment the City must find that it violates one of the following criteria: (1) that such employment is in conflict with the interests of City employment; (2) that such employment detracts from the efficiency of the employee in their City work; (3) that such employment is a discredit to City employment; or (4) that such employment takes preference over the requirements of City employment.

ARTICLE 25 - SAVINGS CLAUSE

25.1 Savings Clause

Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

25.2 Maintenance of Standards

All rights, privileges and working conditions enjoyed by employees at the present time, which are not included in this Agreement, and which constitute employment relations as defined in ORS 243.650(7), shall remain in full force, unchanged and unaffected in any matter during the term of this Agreement unless the Union is notified by the City of a change in accordance with the PECBA notice provisions, including, without limitation, all City personnel policies established by ordinance.

ARTICLE 26 - TERMINATION AND REOPENING

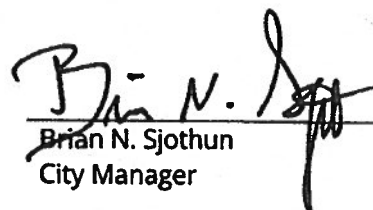
This Agreement shall be effective July 1, 2021, unless specifically referenced in an Article and/or as of the date the Agreement is ratified by the City Council, whichever date is the latest, and shall continue in full force and effect through June 30, 2023. However, no retroactive wage or benefit shall be granted any employee who was not an active employee in a position represented by this bargaining unit on the date of agreement execution.

Teamsters Local 223

City of Medford


Leslie Sloy
Secretary-Treasurer
6-10-21
Date


Randy Sparacino
Mayor
6/3/2021
Date


Brian N. Sjothun
City Manager
6-7-2021
Date

